

Releasable

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TRANSIT CASUALTY COMPANY  
LOS ANGELES, CALIFORNIA  
ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

## Declarations—Excess Umbrella Policy

SCII 955-485  
Policy Number

Renewal of No. NEW

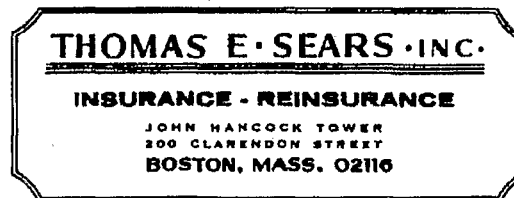
Item 1. Named Insured: MONSANTO COMPANY, ET AL

Item 2. Address: 800 North Lindbergh Boulevard  
St. Louis, Missouri 63166Item 3. Policy Period: From: April 1, 1980 To: April 1, 1981  
12:01 A.M. Standard Time at the address of the Named Insured as stated hereinItem 4. Limits of Liability: \$7,000,000. each occurrence and/or in the aggregate  
part of \$40,000,000. excess of \$100,000,000. excess  
underlying.

Item 5. Premium: Advance: \$13,440. Annual Minimum: \$13,440.

Rate: Flat

Premium Basis:



When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date April 18, 19 80

mcc  
T.V. 9810 A

Authorized Representative

MONS 156734

# **Transit Casualty Company**

3700 WILSHIRE BOULEVARD LOS ANGELES, CALIFORNIA 90010

ST. LOUIS, MISSOURI

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## **Special Cover Policy—Casualty—**

**STOCK COMPANY**

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**MONS 156735**

T.V. 9805 A

## Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy;

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

II. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

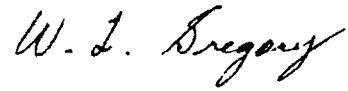
VII. **Cancellation:** This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

  
Secretary

  
President

MONS 156736

(Attach Schedules and Endorsements Here)

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## Nuclear Energy Liability Exclusion Endorsement

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This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

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## War Risk Exclusion Endorsement

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This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONS 156737

**TRANSIT CASUALTY COMPANY**  
LOS ANGELES, CALIFORNIA  
ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

SCU 955-485

## **Excess Umbrella Coverage—Insuring Agreements**

### **1. Coverage**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom,
- (b) Property Damage,
- (c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

#### **UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:**

Carrier

Limits

See Endorsement No. 1 Attached.

### **2. Limit of Liability — Underlying Limits**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$ 100,000,000. ultimate net loss in respect of each occurrence, but
- (b) \$ 100,000,000. in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$ 7,000,000. p/o 40,000,000. ultimate net loss in all in respect of each occurrence — subject to a limit of
- (d) \$ 7,000,000. p/o 40,000,000. in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

4/18/80

T.V. 9812 A  
mcc

MQNS 156738

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## Definitions

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### 1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

### 2. Insured:

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

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## Conditions

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### 1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2(c) and 2(d) shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

### 2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1. prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and/or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

### 3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent to the Company, 3700 Wilshire Blvd., Los Angeles, California 90010, as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy, but which, at a later date, would appear to give rise to a claim hereunder, shall not prejudice such claims.

### 4. Other Insurance

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

MONS 156739

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 955-485  
END'T. NO. 4

EFFECTIVE DATE: APRIL 1, 1980

## FIDELITY EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT THIS POLICY IS SOLELY A LIABILITY POLICY AND DOES NOT FOLLOW ANY UNDERLYING CONTRACTS WITH RESPECT TO PROVIDING FIDELITY COVERAGE.

Countersignature Date:  
TV 8830

MCC

JULY 7,

1980



Authorized Representative

MONS 156740

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 955-485  
END'T. NO. 3

EFFECTIVE DATE: APRIL 1, 1980

## AMENDMENT OF CANCELLATION CLAUSE

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CANCELLATION CLAUSE, CONDITION VII. OF THE POLICY, IS AMENDED IN PART AS FOLLOWS:

REFERENCE TO "THIRTY (30) DAYS" IS AMENDED TO READ "SIXTY (60) DAYS."

Countersignature Date:  
TV 822

MAY 14, 19 80

MCC



Authorized Representative

MONS 156741



# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 955-485  
END'T. NO. 2

EFFECTIVE DATE: APRIL 1, 1980

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE EXCESS UMBRELLA COVERAGE -  
INSURING AGREEMENTS CARRIER AND POLICY NUMBER IS AMENDED IN PART AS  
FOLLOWS:

- A) UNDERWRITERS AT VARIOUS BRITISH  
INSURANCE COMPANIES  
POLICY NO. SD 5023/UMA 0223

Countersignature Date:  
TV 8888  
mcc

MAY 14, 19 80



Authorized Representative

MONS 156742

**ENDORSEMENT**

MONSANTO COMPANY

POLICY NO. SCU 955-485  
ENDT. NO. 1

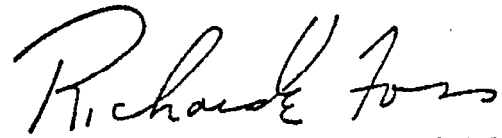
EFFECTIVE DATE: APRIL 1, 1980

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE EXCESS UMBRELLA COVERAGE -  
INSURING AGREEMENTS CARRIER AND POLICY NUMBER IS AMENDED TO READ AS FOLLOWS:

<u>CARRIER AND POLICY NUMBER</u>	<u>LIMITS</u>
A) UNDERWRITERS AT LLOYD'S LONDON AND BRITISH INS. COS. POLICY NO. TBA	\$5,000,000. EACH OCCURRENCE AND/OR IN THE AGGREGATE EXCESS OF PRIMARY INSURANCES.
B) UNDERWRITERS AT LLOYD'S LONDON AND BRITISH INS. COS.	\$15,000,000. EXCESS OF (A) ABOVE.
C) VARIOUS	\$28,000,000. EXCESS OF (B) ABOVE.
D) VARIOUS	\$10,000,000. EXCESS OF (C) ABOVE.
E) VARIOUS	\$22,000,000. EXCESS OF (D) ABOVE.
F) VARIOUS	\$20,000,000. EXCESS OF (E) ABOVE.

Countersignature Date:  
TV 9999 MCC

April 18, 1980

  
Authorized Representative

MONS 156743

**TRANSIT CASUALTY COMPANY**

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

**Declarations—Excess Umbrella Policy****SCU955872**

Policy Number

Renewal of No. **SCU 955-885**Item 1. Named Insured: **MONSANTO COMPANY, ET AL**Item 2. Address: **800 North Lindbergh Boulevard  
St. Louis, Missouri 63166**Item 3. Policy Period: From: **April 1, 1981** To: **April 1, 1982**  
12:01 A.M. Standard Time at the address of the Named Insured as stated hereinItem 4. Limits of Liability: **\$7,000,000 each occurrence and/or in the aggregate  
part of \$40,000,000 excess of \$100,000,000 excess  
underlying.**Item 5. Premium: Advance: **\$11,813** Annual Minimum: **\$11,813**Rate: **Flat**

Premium Basis:

**THOMAS E. SEARS, INC.**  
**INSURANCE - REINSURANCE**JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

## When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes.
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division.
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date **April 28, 19 81**

Authorized Representative

T.V. 9810 A.  
BCC

MONS 157397

# *Transit Casualty Company*

700 WILSHIRE BOULEVARD LOS ANGELES, CALIFORNIA 90010

ST. LOUIS, MISSOURI

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**Special Cover Policy—Casualty**

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**STOCK COMPANY**

**MONS 157398**

## Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

II. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

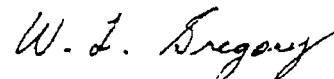
VII. **Cancellation:** This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure, if the COMPANY cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

  
Secretary

  
President

MONS 157399

**TRANSIT CASUALTY COMPANY**  
**LOS ANGELES, CALIFORNIA**  
**ST. LOUIS, MISSOURI**

(A stock insurance company, herein called the company)

SCU 935-872

## **Excess Umbrella Coverage—Insuring Agreements**

### **1. Coverage**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom.
- (b) Property Damage.
- (c) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

#### **UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:**

Carrier	Limits
A) Underwriters At Lloyd's London & British Ins. Co. Policy No. 224023/UMS223	\$5,000,000 each occurrence and/or in the aggregate excess of primary insurances.
B) Underwriters At Lloyd's London & British Ins. Co.	\$15,000,000 excess of (A) above.
C) Various	\$20,000,000 excess of (B) above.
D) Various	\$10,000,000 excess of (C) above.
E) Various	\$22,000,000 excess of (D) above.
F) Various	\$20,000,000 excess of (E) above.

### **2. Limit of Liability — Underlying Limits**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$ 100,000,000 ultimate net loss in respect of each occurrence, but
- (b) \$ 100,000,000 in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$ 7,000,000 p/o  
\$40,000,000 ultimate net loss in all in respect of each occurrence — subject to a limit of
- (d) \$ 7,000,000 p/o  
\$40,000,000 in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

4/28/81

T.V. 9812 A

MOG

MONS 157400

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## Definitions

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**1. Named Insured:**

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

**2. Insured:**

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

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## Conditions

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**1. Prior Insurance and Non Cumulation of Liability**

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2(a) and 2(b) shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy, the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

**2. Maintenance of Underlying Insurance**

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and/or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

**3. Notice of Occurrence**

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent to the Company, 3700 Wilshire Blvd., Los Angeles, California 90010, as soon as practicable provided however that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which at a later date would appear to give rise to a claim hereunder, shall not prejudice such claims.

**4. Other Insurance**

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

MONS 157401

(Attach Schedules and Endorsements Here)

## **Nuclear Energy Liability Exclusion Endorsement**

This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.

As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

- (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,
- and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to, or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

## **War Risk Exclusion Endorsement**

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONS 157402



# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 955-872  
END'T. NO. 2

EFFECTIVE DATE: APRIL 1, 1981

## AMENDMENT OF CANCELLATION CLAUSE

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CANCELLATION CLAUSE, CONDITION VII OF THE POLICY IS AMENDED, IN PART, AS FOLLOWS:

REFERENCE TO "THIRTY (30) DAYS" IS AMENDED TO READ "SIXTY (60) DAYS".

Countersignature Date:  
TV 8820

APRIL 28,

19 81

Authorized Representative

DCC

MONS 157403

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# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 955-872  
END'T. NO. 1

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EFFECTIVE DATE: APRIL 1, 1981

FIDELITY EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHANGED, IT IS AGREED THAT THIS POLICY  
IS SOLELY A LIABILITY POLICY AND DOES NOT FOLLOW ANY UNDERLYING CONTRACTS  
WITH RESPECT TO PROVIDING FIDELITY COVERAGE.

Countersignature Date: APRIL 28, 19 81  
TV 0630  
RCC

\_\_\_\_\_  
Authorized Representative

MONS 157404

**TRANSIT CASUALTY COMPANY**

**LOS ANGELES, CALIFORNIA**

**ST. LOUIS, MISSOURI**

(A stock insurance company, herein called the company)

**Declarations—Excess Umbrella Policy**

**SCU955873**

Policy Number

Renewal of No. **NEW**

Item 1. Named Insured: **MONSANTO COMPANY, ET AL**

Item 2. Address: **800 North Lindbergh Boulevard  
St. Louis, Missouri 63166**

Item 3. Policy Period: From: **April 1, 1981** To: **April 1, 1982**  
12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Limits of Liability: **\$5,000,000 each occurrence and/or in the aggregate part of  
\$100,000,000 excess of \$100,000,000 excess of underlying.**

Item 5. Premium: Advance: **\$5,000** Annual Minimum: **\$5,000**

Rate: **Flat**

Premium Basis:

**THOMAS E. SEARS, INC.**

**INSURANCE - REINSURANCE**

**JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116**

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date **April 28, 19 81**

Authorized Representative

T V 9810 A  
MCC

**MONS 157542**

*Transit Casualty Company*

3700 WILSHIRE BOULEVARD LOS ANGELES CALIFORNIA 90010

ST. LOUIS, MISSOURI

**Special Cover Policy—Casualty**

STOCK COMPANY



MONS 157543

## Conditions

Transit Casualty therein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

II. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have first complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured, provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

VII. **Cancellation:** This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter) such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rata.

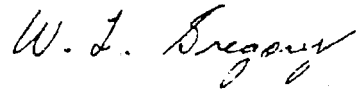
Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.



Secretary



MONS 157544

President

**TRANSIT CASUALTY COMPANY**  
**LOS ANGELES, CALIFORNIA**  
**ST. LOUIS, MISSOURI**

(A stock insurance company, herein called the company)

SCU 955-673

## **Excess Umbrella Coverage—Insuring Agreements**

### **1. Coverage**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom.
- (b) Property Damage.
- (c) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

#### **UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:**

Carrier	Limits
A) Underwriters At Lloyd's London & British Ins. Cos. Policy No. SD 5023/UMA 0223	\$5,000,000 each occurrence and/or in the aggregate excess of primary insurances.
B) Underwriters At Lloyd's London & British Ins. Cos.	\$15,000,000 excess of (A) above.
C) Various	\$28,000,000 excess of (B) above.
D) Various	\$10,000,000 excess of (C) above.
E) Various	\$22,000,000 excess of (D) above.
F) Various	\$20,000,000 excess of (E) above.
G) Various	\$40,000,000 excess of (F) above.

### **2. Limit of Liability — Underlying Limits**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$ 140,000,000                      ultimate net loss in respect of each occurrence, but
- (b) \$ 140,000,000                      in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$ 8,000,000 p/o                      ultimate net loss in all in respect of each occurrence — subject to a limit of  
\$100,000,000
- (d) \$ 8,000,000 p/o                      in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.  
\$100,000,000

4/28/81  
T.V. 9812 A

mcc

MONS 157545

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## Definitions

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### 1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

### 2. Insured:

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

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## Conditions

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### 1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2(c) and 2(d) shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of the policy, the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

### 2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

### 3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent to the Company 3700 Wilshire Blvd., Los Angeles, California 90010, as soon as practicable provided however that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which at a later date would appear to give rise to a claim hereunder, shall not prejudice such claims.

### 4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

MONS 157546

(Attach Schedules and Endorsements Here)

## Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
  - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this policy:
 

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a), (b) or (c) thereof;

"nuclear facility" means:

  - (a) any nuclear reactor
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

## War Risk Exclusion Endorsement

This policy shall not apply to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONS 157547



# ENDORSEMENT

MONSANTO COMPANY, ET AL

POLICY NO. SCU 955-87  
END'T. NO.3

EFFECTIVE DATE: APRIL 1, 1981

IT IS UNDERSTOOD AND AGREED THAT ITEM 4 OF THE DECLARATIONS, LIMITS OF  
LIABILITY IS AMENDED TO READ AS FOLLOWS:

\$8,000,000 EACH OCCURRENCE AND/OR IN THE AGGREGATE PART OF  
\$105,000,000 EXCESS OF UNDERLYING.

Countersignature Date:

TV 8838

mcc

MAY 14, 19 81

Authorized Representative

MONS 157548

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 955-873  
END'T. NO. 2

EFFECTIVE DATE: APRIL 1, 1981

## AMENDMENT OF CANCELLATION CLAUSE

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THE CANCELLATION CLAUSE, CONDITION VII OF THE POLICY IS AMENDED, IN PART, AS FOLLOWS:

REFERENCE TO "THIRTY (30) DAYS" IS AMENDED TO READ "SIXTY (60) DAYS".

Countersignature Date:

APRIL 28,

19 81

TV 1030

mcc

Authorized Representative

MONS 157549

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# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 955-873

ENDT. NO. 1

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EFFECTIVE DATE: APRIL 1, 1981

FIDELITY EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, IT IS AGREED THAT THIS POLICY IS SOLELY A LIABILITY POLICY AND DOES NOT FOLLOW ANY UNDERLYING CONTRACTS WITH RESPECT TO PROVIDING FIDELITY COVERAGE.

Countersignature Date:  
TV 8830

APRIL 28, 1981

\_\_\_\_\_  
Authorized Representative

BCC

MONS 157550

**TRANSIT CASUALTY COMPANY**

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

Transit Insurance Company, herein called the company.

**Declarations—Excess Umbrella Policy****SCU 956181**Renewal of No. **SCU 955-872**Item 1. Named Insured: **Monsanto Company, Et al**Item 2. Address: **800 North Lindbergh Boulevard  
St. Louis, Missouri 63146**Item 3. Policy Period: From: **April 1, 1982** to: **April 1, 1983**  
12:31 A.M. Standard Time at the address of the Named Insured as stated hereinItem 4. Limits of Liability: **\$7,000,000 each occurrence and/or in the aggregate  
part of \$40,000,000 excess of \$100,000,000 excess  
underlying.**Item 5. Premium: Advance: **\$11,813.** Annual Minimum: **\$11,813.**Rate: **Flat** Premium Basis:

## When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event or events conducted on the premises whether on paid admission tickets, complimentary tickets or passes.
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether let to the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due.
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting, motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division.
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and crew, less subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company.
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date **March 22,** 19 **82**

Authorized Representative

T.V. 9810 A

**MONS 157784**

# **Transit Casualty Company**

3700 WILSHIRE BOULEVARD LOS ANGELES, CALIFORNIA 90010

ST. LOUIS, MISSOURI

## **Special Cover Policy—Casualty**

**STOCK COMPANY**

**THOMAS E. SEARS · INC.**

**INSURANCE · REINSURANCE**

JOHN HANCOCK TOWER  
800 CLARENDON STREET  
BOSTON, MASS. 02116

**MONS 157785**

TV 9805 A

## Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

II. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

VII. **Cancellation:** This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rata.

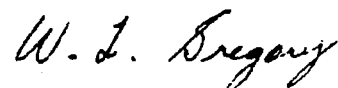
Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.



Secretary



President

MONS 157786

**TRANSIT CASUALTY COMPANY**  
LOS ANGELES, CALIFORNIA  
ST. LOUIS, MISSOURI

A stock insurance company herein called the company.

SCS 956-181

## Excess Umbrella Coverage—Insuring Agreements

### 1. Coverage

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the insured for the sums which the insured shall be obliged to pay by reason of the liability imposed upon the insured by law or assumed under contract or agreement by the insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom
- (b) Property Damage.
- (c) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the Underlying Umbrella Insurers.

#### UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:

Carrier	Limits
A) Underwriters at Lloyd's London & British Ins. Cos. Policy #SD5023/UM0223	\$5,000,000 each occurrence and/or in the aggregate excess of primary insurances.
B) Underwriters at Lloyd's London & British Ins. Cos.	\$15,000,000 excess of (A) above.
C) Various	\$28,000,000 excess of (B) above.
D) Various	\$10,000,000 excess of (C) above.
E) Various	\$22,000,000 excess of (D) above.
F) Various	\$28,000,000 excess of (E) above.

### 2. Limit of Liability — Underlying Limits

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$ 100,000,000. ultimate net loss in respect of each occurrence, but
- (b) \$ 100,000,000. in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$ 7,000,000 part of \$40,000,000 ultimate net loss in all in respect of each occurrence — subject to a limit of
- (d) \$ 7,000,000 part of \$40,000,000 in the aggregate for each annual period during the currency of this policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

03/22/82  
T.V. 9812 A  
acc

MONS 157787

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## Definitions

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### 1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

### 2. Insured:

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of the Named Insured while acting in his capacity as such if so covered in the Underlying Policy.

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## Conditions

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### 1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2.01 and 2.02 shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy, in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy, the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

### 2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof, except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

### 3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder has resulted in injuries or damage which in the event that the Insured shall be held liable is likely to involve this policy, notice shall be given to the Company, 3700 Wilshire Blvd., Los Angeles, California 90010, as soon as practicable, provided however that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which at a later date would appear to give rise to a claim hereunder, shall not prejudice such claims.

### 4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

MONS 157788



## Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this policy:
 

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel, element of fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

## War Risk Exclusion Endorsement

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONS 157789

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956-181  
END'T. NO. 3

Effective Date: April 1, 1982

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies.

Countersignature Date:  
TV 1982

April 8,

19 82

mcc



Authorized Representative

MONS 157790

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956-181  
END'T. NO. 2

Effective date: April 1, 1982

## AMENDMENT OF CANCELLATION CLAUSE

In consideration of the premium charged, it is hereby understood and agreed that the Cancellation Clause, Condition VII of the policy is amended, in part, as follows:

Reference to "thirty (30) days" is amended to read "sixty (60) days".

Countersignature Date:  
TV 1320

March 22,

19 82

Authorized Representative

DEC

MONS 157791

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 056-191  
END'T. NO. 1

Effective date: April 1, 1982

## FIDELITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that this policy is solely a liability policy and does not follow any underlying contracts with respect to providing fidelity coverage.

Countersignature Date: March 22, 19 82  
TV 2920

MSC

Authorized Representative

MONS 157792

GU 7964a  
(Ed. 3-59)

**COUNTERSIGNATURE ENDORSEMENT**

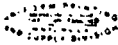
This endorsement, effective 12:01 A.M. Standard Time 4/01/82 , forms a part of policy No. SCU 956-181  
(hour and date)

issued to Monsanto Company, Et al

by Transit Casualty Company

STATE Missouri STATE PREMIUM

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.



Countersigned by

*Malden E. Kuhn*  
Authorized Signature

MONS 157793

**TRANSIT CASUALTY COMPANY**

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

An insurance company, herein called the company

**Declarations—Excess Umbrella Policy****SCU 356182**

Policy Number

Renewal of No. **SCU 955-973**Item 1. Named Insured **Monsanto Company, Et al**Item 2. Address: **800 North Lindbergh Boulevard  
St. Louis, Missouri 63166**Item 3. Policy Period From **April 1, 1982** To **April 1, 1983**  
12:01 A.M. Standard Time at the address of the Named Insured as stated hereinItem 4. Limits of Liability: **\$8,000,000 each occurrence and/or in the aggregate part of  
\$105,000,000 excess of \$140,000,000 excess of underlying.**Item 5. Premium Advance: **\$8,000.** Annual Minimum: **\$8,000.**Rate: **Flat** Premium Basis:

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the premises for events conducted on the premises whether on paid admission tickets, complimentary tickets or passes
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sublet in connection with each specific project, including but not limited to all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether by the owner, contractor or subcontractor including all fees, allowances, bonuses or commissions made payable to the owner, contractor or subcontractor
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or others during the policy period as are billed on a receipts basis other than receipts from telecasting, broadcasting, motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and includes overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the named insured
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for goods and products sold or distributed during the policy period and charged during the policy period for installation, repair and repair and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division

Countersignature Date **March 22,** 19 **82**

Authorized Representative

TV 3510 A

acc

**MONS 157874**

# **Transit Casualty Company**

3700 WILSHIRE BOULEVARD LOS ANGELES, CALIFORNIA 90010

ST. LOUIS, MISSOURI

## **Special Cover Policy—Casualty**

**STOCK COMPANY**

**THOMAS E. SEARS · INC.**

**INSURANCE · REINSURANCE**

JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

T.V. 9805 A

**MONS 157875**

## Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

II. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

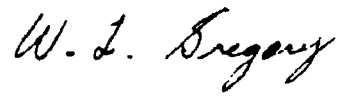
VII. **Cancellation:** This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

  
Secretary

  
President

MONS 157876



**TRANSIT CASUALTY COMPANY**  
**LOS ANGELES, CALIFORNIA**  
**ST. LOUIS, MISSOURI**

A stock insurance company, herein called the company.

SCU 956-182

## **Excess Umbrella Coverage—Insuring Agreements**

### **1. Coverage**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for amounts which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom
- (b) Property Damage
- (c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and covered by the Underlying Umbrella Insurers.

#### **UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:**

Carrier	Limits
A) Underwriters at Lloyd's London & British Ins. Cos. Policy No. SD 9023/UMA 0223	\$5,000,000 each occurrence and/or in the aggregate excess of primary insurances.
B) Underwriters at Lloyd's London & British Ins. Cos.	\$15,000,000 excess of (A) above.
C) Various	\$28,000,000 excess of (B) above.
D) Various	\$10,000,000 excess of (C) above.
E) Various	\$22,000,000 excess of (D) above.
F) Various	\$20,000,000 excess of (E) above.
G) Various (\$33,000,000) Transit Casualty Company Policy No. SCU 956-181	\$40,000,000 excess of (F) above.

### **2. Limit of Liability — Underlying Limits**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$ 140,000,000. ultimate net loss in respect of each occurrence, but
- (b) \$ 140,000,000. in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$ 8,000,000 part of \$105,000,000 ultimate net loss in all in respect of each occurrence — subject to a limit of
- (d) \$ 8,000,000 part of \$105,000,000 in the aggregate for each annual period during the currency of this policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured

03/22/82  
T.V. 9812 A

mcu

MONS 157877

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## Definitions

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### 1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

### 2. Insured:

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner, or Employee of the Named Insured while acting in his capacity as such if so covered in the Underlying Policy.

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## Conditions

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### 1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy, the limit of liability hereof shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy, in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy, the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

### 2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the term hereof, and for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non Cumulation of Liability Condition of the Underlying Umbrella Policies.

### 3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder may result in injury or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be given to the Company, 3700 Wilshire Blvd., Los Angeles, California 90010, as soon as practicable, provided however that the Insured give notice of any occurrence which at the time of its happening did not appear to involve this policy but which at a later time would appear to give rise to a claim hereunder, shall not prejudice such claims.

### 4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

MONS 157878

## Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this policy:
 

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

## War Risk Exclusion Endorsement

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONS 157879

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956-182  
END'T. NO. 3

Effective Date: April 1, 1982

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in or as may be added to the first layer of Cover Note No. SD5023 of Various Companies.

Countersignature Date:

TV 0430

MCC

April 8, 19 82

Authorized Representative

MONS 157880

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956-182  
END'T. NO. 2

Effective date: April 1, 1982

## AMENDMENT OF CANCELLATION CLAUSE

In consideration of the premium charged, it is hereby understood and agreed that the Cancellation Clause, Condition VII of the policy is amended, in part, as follows:

Reference to "thirty (30) days" is amended to read "sixty (60) days".

Countersignature Date: March 22, 19 82  
TV 9320  
MCC

Authorized Representative

MONS 157881

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956-182  
END'T. NO. 1

Effective date: April 1, 1982

## FIDELITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that this policy is solely a liability policy and does not follow any underlying contracts with respect to providing fidelity coverage.

Countersignature Date: March 22,  
TV 5120

19 82

Authorized Representative

MONS 157882

**COUNTERSIGNATURE ENDORSEMENT**

This endorsement, effective 12:01 A.M. Standard Time, 04/01/82, forms a part of policy No. SCU 956-182  
(hour and date)

issued to Monsanto Company, Et al

by Transit Casualty Company

STATE Missouri STATE PREMIUM

03/22/82

It is agreed that the signature appearing on this endorsement is the signature of a person duly authorized to countersign on behalf of the Company in the state designated above and which is appended hereto in conformity with the insurance laws of that state.



mcc

Countersigned by

*[Handwritten Signature]*  
Authorized Signature

**MONS 157883**

**TRANSIT CASUALTY COMPANY**

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

**Declarations—Excess Umbrella Policy****SCU 956464**  
Policy NumberRenewal of No. **SCU 956181**Item 1. Named Insured: **Monsanto Company, Et al**Item 2. Address: **800 North Lindbergh Boulevard  
St. Louis, Missouri 63166****THOMAS E. SEARS • INC.****INSURANCE - REINSURANCE****JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116**Item 3. Policy Period: From: **April 1, 1983** To: **April 1, 1984**  
12:01 A.M. Standard Time at the address of the Named Insured as stated hereinItem 4. Limits of Liability: **\$7,000,000 each occurrence and/or in the aggregate  
part of \$40,000,000 excess of \$100,000,000 excess  
underlying.**Item 5. Premium: Advance: **\$11,813.** Annual Minimum: **\$11,813.**Rate: **Flat**

Premium Basis:

## When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date **April 11, 19 83**

Authorized Representative

T.V. 9810 A

MCS

**MONS 158247**



# **Transit Casualty Company**

3700 WILSHIRE BOULEVARD LOS ANGELES, CALIFORNIA 90010

ST. LOUIS, MISSOURI

## **Special Cover Policy—Casualty**

**STOCK COMPANY**

T.V. 9805 A

**MONS 158248**

## Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

II. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

VII. **Cancellation:** This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rata.

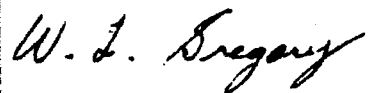
Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.



Secretary



President

MONS 158249

(Attach Schedules and Endorsements Here)

## Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
  - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this policy:
  - "hazardous properties" include radioactive, toxic or explosive properties;
  - "nuclear material" means source material, special nuclear material or byproduct material;
  - "source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;
  - "spent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;
  - "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;
  - "nuclear facility" means:
    - (a) any nuclear reactor,
    - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
    - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
    - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;
  - "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

## War Risk Exclusion Endorsement

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONS 158250

**TRANSIT CASUALTY COMPANY**  
**LOS ANGELES, CALIFORNIA**  
**ST. LOUIS, MISSOURI**

(A stock insurance company, herein called the company)

SCU 956464

## **Excess Umbrella Coverage—Insuring Agreements**

### **1. Coverage**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom.
- (b) Property Damage.
- (c) Advertising Liability,

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

#### **UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:**

Carrier	Limits
A) Underwriters at Lloyd's London & British Ins. Cos. Policy No. TBA	\$5,000,000 each occurrence and/or the aggregate excess of primary insurances.
B) Underwriters at Lloyd's London & British Ins. Cos.	\$15,000,000 excess of (A) above.
C) Various	\$28,000,000 excess of (B) above.
D) Various	\$10,000,000 excess of (C) above.
E) Various	\$22,000,000 excess of (D) above.
F) Various	\$20,000,000 excess of (E) above.

### **2. Limit of Liability — Underlying Limits**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$ 100,000,000. ultimate net loss in respect of each occurrence, but
- (b) \$ 100,000,000. In the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$ 7,000,000 part of 140,000,000 ultimate net loss in all in respect of each occurrence — subject to a limit of
- (d) \$ 7,000,000 part of 140,000,000 In the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

04-11-83  
T.V. 9612 A  
BCC

MONS 158251

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## Definitions

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### 1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

### 2. Insured:

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

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## Conditions

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### 1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2(c) and 2(d) shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

### 2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and/or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

### 3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent to the Company, 3700 Wilshire Blvd., Los Angeles, California 90010, as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy, but which, at a later date, would appear to give rise to a claim hereunder, shall not prejudice such claims.

### 4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

MONS 158252

# ENDORSEMENT

MONSANTO COMPANY

ET AL.

POLICY NO. SCU 956464  
ENDT. NO. 5

Effective Date: April 1, 1983

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein by this endorsement) as are contained in the first layer of Corex Note No. SDC019 of Various Companies and endorsements Number 1 through 26 as issued.

It is further understood and agreed that:

1. Endorsement Number 1 is deleted.
2. Endorsement Number 2 is deleted.
3. This policy is solely a liability policy and does not follow any underlying contracts with respect to providing fidelity coverage.
4. The Cancellation Clause, Condition VII of the policy is amended, in part, as follows:  
Reference to "thirty (30) days" is amended to read "sixty (60) days".

All other terms and conditions of this policy remain unchanged.

Countersignature Date:

June 21

19 83

TV 888

cjs

Authorized Representative



MONS 158253

# ENDORSEMENT

MONSANTO COMPANY, etal

POLICY NO. SCU 956464  
END'T. NO. 4

Effective Date: April 1, 1983

It is understood and agreed that Item 4 of the Declarations, Limits of Liability is amended to read as follows:

\$7,000,000 each occurrence and/or in the aggregate where applicable part of \$40,000,000 excess of \$100,000,000 excess underlying.

Countersignature Date:  
TV 9220

May 20

19 83

cjc

Authorized Representative

MONS 158254

# ENDORSEMENT

MONSANTO COMPANY, etal

POLICY NO. SCU 956464  
ENDT. NO. 3

Effective Date: April 1, 1983

It is understood and agreed that Item 1 of the Insuring Agreements is amended, in part, to read as follows:

B) Underwriters at Lloyds London &  
British Insurance Company  
Royal Indemnity Insurance Co.

\$15,000,000 excess of  
(A) above.

Countersignature Date:  
TV 1983

May 20

1983

cjc

Authorized Representative

MONS 158255



# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956464  
END'T. NO. 2

Effective date: April 1, 1983

## AMENDMENT OF CANCELLATION CLAUSE

In consideration of the premium charged, it is hereby understood and agreed that the cancellation clause, Condition VII. of the policy is amended, in part, as follows:

Reference to "thirty (30) days" is amended to read "sixty (60) days".

!

Countersignature Date:  
TV 9838

April 11, 19 83

mcc

Authorized Representative

MONS 158256

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956464

END'T. NO. 1

Effective date: April 1, 1983

## FIDELITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that this policy is solely a liability policy and does not follow any underlying contracts with respect to providing fidelity coverage.

Countersignature Date:  
TV 0000

mcc

April 11, 19 83

Authorized Representative

MONS 158257

**TRANSIT CASUALTY COMPANY**

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

**Declarations—Excess Umbrella Policy**

**SCU 956465**

Policy Number

Renewal of No. **SCU 956182**

Item 1. Named Insured: **Monsanto Company, Et al**

Item 2. Address: **800 North Lindbergh Boulevard  
St. Louis, Missouri 63166**

**THOMAS E. SEARS, INC.**

**INSURANCE - REINSURANCE**

**JOHN HANCOCK TOWER  
200 CLARENCE STREET  
BOSTON, MASS. 02106**

Item 3. Policy Period: From: **April 1, 1983** To: **April 1, 1984**  
12:01 A.M. Standard Time at the address of the Named Insured as stated herein

Item 4. Limits of Liability: **\$3,000,000 each occurrence and/or in the aggregate part of  
\$105,000,000 excess of \$140,000,000 excess of underlying.**

Item 5. Premium: Advance: **\$3,000.** Annual Minimum: **\$3,000.**

Rate: **Flat** Premium Basis:

**When used as a premium basis:**

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date **April 11, 19 83**

Authorized Representative

T.V. 9810 A  
200

**MONS 158329**

# **Transit Casualty Company**

3700 WILSHIRE BOULEVARD LOS ANGELES, CALIFORNIA 90010

ST. LOUIS, MISSOURI

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## **Special Cover Policy—Casualty**

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**STOCK COMPANY**

**MONS 158330**

TV. 3803 A

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## Conditions

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Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy;

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period, as the Company may direct.

II. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if, however, the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.


VII. **Cancellation:** This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when, not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rata.

Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF, the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

  
Secretary

  
President

MONS 158331

(Attach Schedules and Endorsements Here)

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## Nuclear Energy Liability Exclusion Endorsement

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This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
  - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element of fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

  - (a) any nuclear reactor,
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

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## War Risk Exclusion Endorsement

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This policy shall not apply to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONS 158332

**TRANSIT CASUALTY COMPANY**  
**LOS ANGELES, CALIFORNIA**  
**ST. LOUIS, MISSOURI**

(A stock insurance company, herein called the company)

SCU 954463

## **Excess Umbrella Coverage—Insuring Agreements**

### **1. Coverage**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom.
- (b) Property Damage.
- (c) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

#### **UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:**

Carrier	Limits
A) Underwriters at Lloyd's London & British Ins. Cos. Policy No. TBA	\$5,000,000 each occurrence and/or in the aggregate excess of primary insurances.
B) Underwriters at Lloyd's London & British Ins. Cos.	\$15,000,000 excess of (A) above.
C) Various	\$28,000,000 excess of (B) above.
D) Various	\$10,000,000 excess of (C) above.
E) Various	\$22,000,000 excess of (D) above.
F) Various	\$20,000,000 excess of (E) above.
G) Various (\$33,000,000) Transit Casualty Company Policy No. SCU 954464	\$40,000,000 excess of (F) above.

### **2. Limit of Liability — Underlying Limits**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$ 140,000,000. ultimate net loss in respect of each occurrence, but
- (b) \$ 140,000,000. in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employee of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$ 8,000,000 part of \$105,000,000 ultimate net loss in all in respect of each occurrence — subject to a limit of
- (d) \$ 8,000,000 part of \$105,000,000 in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employee of the Insured.

04-11-83

T.V. 9812 A  
 MCC

MONS 158333

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## Definitions

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**1. Named Insured:**

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

**2. Insured:**

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

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## Conditions

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**1. Prior Insurance and Non Cumulation of Liability**

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2(c) and 2(d) shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

**2. Maintenance of Underlying Insurance**

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and/or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

**3. Notice of Occurrence**

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent to the Company, 3700 Wilshire Blvd., Los Angeles, California 90010, as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which at a later date would appear to give rise to a claim hereunder, shall not prejudice such claims.

**4. Other Insurance**

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

**MONS 158334**



# ENDORSEMENT

MONSANTO COMPANY, ET AL

POLICY NO. SCU 956465  
END'T. NO. 6

Effective Date: April 1, 1983

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this Insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein by this endorsement) as are contained in the first layer of Cover Note No. SD8019 of Various Companies and endorsements Number 1 through 26 as issued.

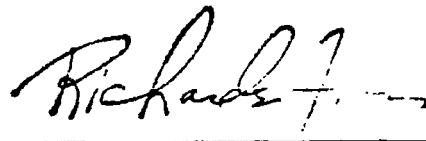
It is further understood and agreed that,

1. Endorsement Number 1 is deleted.
2. Endorsement Number 2 is deleted.
3. Endorsement Number 3 is deleted.
4. This policy is solely a liability policy and does not follow any underlying contracts with respect to providing Fidelity coverage.
5. The Cancellation Clause, Condition VII of the policy is amended, in part, as follows:  
Reference to "thirty (30) days" is amended to read "sixty (60) days".

All other terms and conditions of this policy remain unchanged.

Countersignature Date:  
TV 2222  
cjc

June 21 19 83



Authorized Representative

MONS 158335

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# ENDORSEMENT

MONSANTO COMPANY, etal

POLICY NO. SCU 956465  
END'T. NO. 5

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Effective Date: April 1, 1983

It is understood and agreed that Item 4 of the Declarations, Limits of Liability is amended to read as follows:

\$8,000,000 each occurrence and/or in the aggregate where applicable part of \$105,000,000 excess of \$140,000,000 excess of underlying.

Countersignature Date: May 20  
TV 1225

19 83

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Authorized Representative

cjc

MONS 158336

# ENDORSEMENT

MONSANTO COMPANY, etal

POLICY NO. SCU 956465  
END'T. NO. 4

Effective Date: April 1, 1983

It is understood and agreed that Item 1 of the Insuring Agreements  
is amended in part to read as follows:

G) Various (\$32,000,000)  
Transit Casualty Company  
Policy No. SCU 956464

\$40,000,000 excess of  
(F) above.

Countersignature Date:  
TV 0030

May 20

19 83

Authorized Representative

cjc

MONS 158337

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# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956465  
END'T. NO. 3

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Effective date: April 1, 1983

Notwithstanding anything contained herein to the contrary, it is understood and agreed that this insurance covers the same Named Assured and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability, and except as otherwise provided herein) as are contained in the first layer of Cover Note No. SD 8019 of Various Companies.

Countersignature Date:  
TV #330

April 22,

19 83

Authorized Representative

mcc

MONS 158338

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# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956465

END'T. NO. 2

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Effective date: April 1, 1983

## AMENDMENT OF CANCELLATION CLAUSE

In consideration of the premium charged, it is hereby understood and agreed that the cancellation clause, Condition VII. of the policy is amended, in part, as follows:

Reference to "thirty (30) days" is amended to read "sixty (60) days".

Countersignature Date:  
TV 000

April 11,

19 83

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Authorized Representative

mcc

MONS 158339

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# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956465  
ENDT. NO. 1

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Effective date: April 1, 1983

## FIDELITY EXCLUSION ENDORSEMENT

In consideration of the premium charged, it is agreed that this policy is solely a liability policy and does not follow any underlying contracts with respect to providing fidelity coverage.

Countersignature Date: April 11, 1983  
TV #130

MCC

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Authorized Representative

MONS 158340

**TRANSIT CASUALTY COMPANY**

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

**Declarations—Excess Umbrella Policy****SCU 956780**  
Policy NumberRenewal of No. **SCU 954664**Item 1. Named Insured: **Monsanto Company, et al**Item 2. Address: **800 North Lindbergh Boulevard  
St. Louis, Missouri 63106**Item 3. Policy Period: From: **April 1, 1984** To: **April 1, 1985**  
12:01 A.M. Standard Time at the address of the Named Insured as stated hereinItem 4. Limits of Liability: **\$6,500,000 each occurrence and/or in the aggregate  
part of \$42,000,000 excess of \$100,000,000 excess  
underlying.**Item 5. Premium: Advance: **\$12,188.** Annual Minimum: **\$12,188.**Rate: **Flat**

Premium Basis:

**THOMAS E. SEARS, INC.****INSURANCE - REINSURANCE**JOHN HANCOCK TOWER  
200 CLARENDON STREET  
BOSTON, MASS. 02116

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date **May 20,** 19 **84**

Authorized Representative

T.V. 9510 A

**MONS 158863**

# **Transit Casualty Company**

1111 W. 11TH STREET, LOS ANGELES, CALIFORNIA 90010

ST. LOUIS, MISSOURI

## **Special Cover Policy—Casualty**

**STOCK COMPANY**



**MONS 158864**



## Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period as the Company may direct.

II. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an endorsement or benefit of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and a certain time thereafter and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to the Company has been ascertained either by judgment against the Insured after actual trial or by written agreement of the Insured, the Company and the Named Insured. The Insolvency of the Insured or his estate shall not relieve the Company of its obligations hereunder.

IV. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the rights which the Insured may have against any person or organization and the Insured shall execute and deliver instruments of assignment and endorsement and do all things necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change of the terms of this policy. The Company shall be free to assert any rights under the terms of this policy; nor shall the terms of this policy be changed by any agreement or endorsement issued to form a part hereof, signed by an authorized representative of the Insured.

VI. **Assignment:** Assignment of interest under this policy shall not bind the Company until the Company has received notice of assignment. If the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representatives. Notice of assignment shall be sufficient notice to effect cancellation of this policy.

VII. **Cancellation:** This policy may be canceled by the NAMED INSURED by surrender hereof to the COMPANY, or by the COMPANY by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. Cancellation shall be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in the Declarations, or by the NAMED INSURED by mailing to the COMPANY, not less than thirty (30) days thereafter, except in the instance of non-payment of premium in the case of a policy with a premium payment plan, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice to effect cancellation. The date of cancellation shall be the date the notice shall become the end of the policy period. Delivery of such written notice by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, the earned premium shall be computed in accordance with the Company's short rate table and procedure. If the COMPANY cancels, the earned premium shall be computed pro rata.

Payment adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. If the NAMED INSURED or its representative, mailed or delivered, shall be sufficient tender of any return due the NAMED INSURED, and if more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSURED, and the earned premium shall be paid to the NAMED INSURED; and notice of cancellation by the COMPANY to such first NAMED INSURED shall be sufficient. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all NAMED INSURED.

VIII. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.

Secretary

MONS 158865

(Attach Schedules and Endorsements Here)

## Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

### 1. Under any Liability Coverage, to injury, sickness, disease, death or destruction

a. with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of ability; or

b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof with any person or organization.

Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical relief to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.

Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if

a. the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;

b. the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or

c. the injury, sickness, disease, death, or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this endorsement applies only to injury to or destruction of property at such nuclear facility.

As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed within a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation of any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (c) above;

"nuclear facility" means:

a. any nuclear reactor;

b. any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;

c. any equipment or device used for the processing, fabricating or alloying of special nuclear material, if such equipment contains or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 100 grams of uranium 235;

d. any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste;

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used in such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

## War Risk Exclusion Endorsement

This policy shall not apply to any liability of the insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONS 158866

**TRANSIT CASUALTY COMPANY**  
 LOS ANGELES, CALIFORNIA  
 ST. LOUIS, MISSOURI  
 (A stock insurance company, herein called the company)

**Monsanto Company**  
**Policy No. SCN 906 700**

## **Excess Umbrella Coverage—Insuring Agreements**

### **1. Coverage**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of:

- (a) Personal injuries, including death at any time resulting therefrom.
- (b) Property Damage.
- (c) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

### **UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:**

Carrier	Limit
A) Underwriters at Lloyd's London & British Ins. Co. Cover Note No. 280019 Transit Casualty Co. Policy No. USN 254372	\$5,000,000 each occurrence and/or in the aggregate amount of primary insurances.
B) Underwriters at Lloyd's London & British Ins. Co. Transit Casualty Company Policy No. SCN 906005	\$15,000,000 amount of (A) above.
C) Various	\$20,000,000 amount of (B) above.
D) Various	\$10,500,000 amount of (C) above.
E) Various	\$22,000,000 amount of (D) above.
F) Various	\$20,000,000 amount of (E) above.

### **2. Limit of Liability — Underlying Limits**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$ 100,000,000 ultimate net loss in respect of each occurrence, but
- (b) \$ 100,000,000 in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$ 6,000,000 part of \$42,000,000 ultimate net loss in all in respect of each occurrence — subject to a limit of
- (d) \$ 6,000,000 part of \$42,000,000 in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

**MONS 158867**

T.V. 9812 A  
 03-30-84

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## Definitions

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### 1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

### 2. Insured:

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

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## Conditions

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### 1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2(c) and 2(d) shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

### 2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and/or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

### 3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which, in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent to the Company, 3700 Wilshire Blvd., Los Angeles, California 90010, as soon as practicable, provided however, that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy, but which, at a later date, would appear to give rise to a claim hereunder, shall not prejudice such claims.

### 4. Other Insurance

If other valid and collectible insurance with any other Insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

MONS 158868

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956 780  
ENDT. NO. 2

Effective date: April 1, 1984

In consideration of the premium charged, it is understood and agreed that the Excess Umbrella Coverage - Insuring Agreements Item No. 1 (B) is amended in part to schedule The New England Insurance Company as being a participant of this layer of liability.

All other terms and conditions of this policy remain unchanged.



Countersignature Date: August 17  
TV 8888 tb

19 84

Authorized Representative

MONS 158869

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956780  
ENDT. NO. 1

Effective date: April 1, 1984

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying umbrella liability policy or renewals thereof written by underwriters at Lloyd's of London and various companies.

It is further understood and agreed that:

1. The Cancellation Clause, Condition VII of the policy is amended, in part, as follows:  
Reference to "thirty (30) days" is amended read "sixty (60) days."
2. This policy is solely a liability policy and does not follow any underlying contracts with respect to providing Fidelity coverage.
3. This policy shall not apply to any obligation for which the Insured or any of its insurers may be held liable under any worker's or unemployment compensation, disability benefits or similar law, provided however, that this exclusion does not apply to liability of others assumed by the Named Insured under contract.

Countersignature Date:  
TV 0020 MC

May 30,

1984

Authorized Representative

MONS 158870

**TRANSIT CASUALTY COMPANY**

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

**Declarations—Excess Umbrella Policy****SCU**Policy No. **956781**Renewal of No. **SCU 956 465**Item 1. Named Insured: **Monsanto Company, et al**Item 2. Address: **800 North Lindbergh Boulevard  
St. Louis, Missouri 63146**Item 3. Policy Period: From: **April 1, 1984** To: **April 1, 1985**  
12:01 A.M. Standard Time at the address of the Named Insured as stated hereinItem 4. Limits of Liability: **\$8,000,000 each occurrence and/or in the aggregate part of  
\$187,500,000 excess of \$142,500,000 excess of underlying.**Item 5. Premium: Advance: **\$10,000.** Annual Minimum: **\$10,000.**Rate: **Flat**

Premium Basis:

**THOMAS E. SEARS, INC.****INSURANCE - REINSURANCE**JOHN HANCOCK TOWER  
220 CLARENDON STREET  
BOSTON, MASS. 02116

When used as a premium basis:

1. "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
2. "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
3. "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
4. "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
5. "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date **May 30, 1984**

Authorized Representative

T.V. 9810 A  
MC**MONS 158990**

# **Transit Casualty Company**

3700 W. LSHIRE BOULEVARD LOS ANGELES CALIFORNIA 90010

ST. LOUIS, MISSOURI

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## **Special Cover Policy—Casualty**

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STOCK COMPANY



**MONS 158991**



## Conditions

Transit Casualty (herein after called the Company) agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of and the exclusions, conditions and other terms of this policy.

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid, the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period as the Company may direct.

II. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if however the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as Insured; provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

VII. **Cancellation:** This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when not less than thirty (30) days thereafter (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels, earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rata.

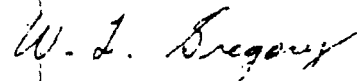
Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative, mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If this policy insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS for the account of all INSUREDS, and notice of cancellation by the COMPANY to such first NAMED INSURED shall be notice to all INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interests therein.

VIII. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.



Secretary



President

MONS 158992

(Attach Schedules and Endorsements Here)

## Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply

BROAD FORM

Under any Liability Coverage, to injury, sickness, disease, death or destruction

- a. with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - b. resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is or had this policy not been issued would be entitled to indemnity from the United States of America or any agency thereof, under any agreement entered into by the United States of America or any agency thereof with any person or organization.
- Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical benefit with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material if
    - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of an Insured or (2) has been discharged or dispersed therefrom;
    - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
    - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but such facility is located within the United States of America, its territories or possessions or Canada. This exclusion does not apply only to injury to or destruction of property at such nuclear facility.

IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (c) thereof;

"nuclear facility" means

(a) any nuclear reactor;

(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;

(c) any equipment or device used for the processing, fabricating or allowing of special nuclear material; but including the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consisting of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;

(d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

## War Risk Exclusion Endorsement

This policy shall not apply to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

HONS 158993

**TRANSIT CASUALTY COMPANY**  
LOS ANGELES, CALIFORNIA  
ST. LOUIS, MISSOURI

A stock insurance company, herein called the company.

**Monsanto Company**  
**Policy No. SCW 936 701**

## **Excess Umbrella Coverage—Insuring Agreements**

### **1. Coverage**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom
- (b) Property Damage.
- (c) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

#### **UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:**

<b>Carrier</b>	<b>Limits</b>
A) Underwriters at Lloyd's London & British Ins. Co. Cover Note No. SO 8819 Transit Casualty Company Policy No. UMB 928 372	\$5,000,000 each occurrence and/or in the aggregate excess of primary insurances.
B) Underwriters at Lloyd's London & British Ins. Co. Transit Casualty Co. Policy No. SCW 936 808	\$15,000,000 excess of (A) above.
C) Various	\$20,000,000 excess of (B) above.
D) Various	\$10,500,000 excess of (C) above.
E) Various	\$22,000,000 excess of (D) above.
F) Various	\$20,000,000 excess of (E) above.
G) Various (\$33,000,000) Transit Casualty Company Policy No. SCW 936 700	\$42,000,000 excess of (F) above.

### **2. Limit of Liability — Underlying Limits**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$ **142,500,000** ultimate net loss in respect of each occurrence, but
- (b) \$ **142,500,000** in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured

and the Company shall then be liable to pay only the excess thereof up to a further

- (c) \$ **0,000,000 part of \$107,500,000** ultimate net loss in all in respect of each occurrence — subject to a limit of
- (d) \$ **0,000,000 part of \$107,500,000** in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured

05-31-84  
T.V. 9812 A  
mc

**MONS 158994**

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## Definitions

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### 1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

### 2. Insured:

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

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## Conditions

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### 1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other express policy issued or insured prior to the inception date hereof the limit of liability hereon is stated in Insured Agreement 2 and 3 and shall be reduced by any amounts due to the Insured on account of such loss under such other insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy, the Company will continue to protect the Insured for liability in respect of such personal injury or property damage for the period of additional premium.

### 2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions except as regards the premium, the amount, limits of liability and except as otherwise provided herein as are contained in or as may be added to the Underlying Policies listed in and referred to in Insured Agreement 1 prior to the happening of an occurrence for which a claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency of this policy except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non Cumulation Condition of the Underlying Umbrella Policies.

### 3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which in the event that the Insured shall be held liable is likely to involve this policy, they shall give notice to the Company 3700 Wilshire Blvd., Los Angeles, California 90010 as soon as practicable, provided however that they shall give notice of any occurrence which at the time of its happening did not appear to involve this policy but which at a later date would appear to give rise to a claim hereunder, shall not prejudice such claims.

### 4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

MONS 158995

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 996 781  
END'T. NO. 2

Effective date: April 1, 1984

In consideration of the premium charged, it is understood and agreed that the Excess Umbrella Coverage - Insuring Agreements Item No. 1 (B) and (C) are amended in part as follows:

- B) Underwriters at Lloyds' London & British Insurance Companies  
New England Insurance Company  
Transit Casualty Company Policy No. SCU 986 985
- C) Various (\$14,000,000)  
Transit Casualty Company Policy No. SCU 986 780

All other terms and conditions of this policy remain unchanged.



Countersignature Date: August 17  
TV 888 2b

19 84

AMERICAN INSURANCE

MONS 158996

# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956781  
END'T. NO. 1

Effective date: April 1, 1984

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying umbrella liability policy or renewals thereof written by underwriters at Lloyd's of London and various companies.

It is further understood and agreed that:

1. The Cancellation Clause, Condition VII of the policy is amended, in part, as follows:  
Reference to "thirty (30) days" is amended to read "sixty (60) days."
2. This policy is solely a liability policy and does not follow any underlying contracts with respect to providing Fidelity coverage.
3. This policy shall not apply to any obligation for which the Insured or any of its insurers may be held liable under any worker's or unemployment compensation, disability benefits or similar law, provided, however, that this exclusion does not apply to liability of others assumed by the Named Insured under contract.

Countersignature Date:  
TV 5039

May 31,

1984

MC

Authorized Representative

MONS 158997

**TRANSIT CASUALTY COMPANY**

LOS ANGELES, CALIFORNIA

ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

**Declarations—Excess Umbrella Policy****SCU 956805**

Policy Number

Renewal of No. **9568**Item 1. Named Insured: **Monsanto Company, Etal**Item 2. Address: **900 North Lindbergh Boulevard  
St. Louis, Missouri 63144**Item 3. Policy Period: From: **April 1, 1984** To: **April 1, 1985**  
12:01 A.M. Standard Time at the address of the Named Insured as stated hereinItem 4. Limits of Liability: **\$1,875,000 each occurrence and/or in the aggregate part of  
\$15,000,000 excess of \$5,000,000 excess underlying.**Item 5. Premium: Advance: **\$46,875.** Annual Minimum: **\$46,875.**Rate: **Flat** Premium Basis:**THOMAS E. SEARS, INC.****INSURANCE - REINSURANCE****JOHN HANCOCK TOWER  
100 CLARENDON STREET  
BOSTON, MASS. 02116**

When used as a premium basis:

- 1 "admissions" means the total number of persons, other than employees of the named insured, admitted to the event insured or to events conducted on the premises whether on paid admission tickets, complimentary tickets or passes;
- 2 "cost" means the total cost to the named insured with respect to operations performed for the named insured during the policy period by independent contractors of all work let or sub-let in connection with each specific project, including the cost of all labor, materials and equipment furnished, used or delivered for use in the execution of such work, whether furnished by the owner, contractor or subcontractor, including all fees, allowances, bonuses or commissions made, paid or due;
- 3 "receipts" means the gross amount of money charged by the named insured for such operations by the named insured or by others during the policy period as are rated on a receipts basis other than receipts from telecasting, broadcasting or motion pictures, and includes taxes, other than taxes which the named insured collects as a separate item and remits directly to a governmental division;
- 4 "remuneration" means the entire remuneration earned during the policy period by proprietors and by all employees of the named insured, other than chauffeurs (except operators of mobile equipment) and aircraft pilots and co-pilots, subject to any overtime earnings or limitation of remuneration rule applicable in accordance with the manuals in use by the company;
- 5 "sales" means the gross amount of money charged by the named insured or by others trading under his name for all goods and products sold or distributed during the policy period and charged during the policy period for installation, servicing or repair, and includes taxes, other than taxes which the named insured and such others collect as a separate item and remit directly to a governmental division.

Countersignature Date **May 25,** 19 **84**

Authorized Representative

T.V. 9810 A

**MONS 158499**

# **Transit Casualty Company**

1701 W. LEBLANC BOULEVARD LOS ANGELES CALIFORNIA 90010

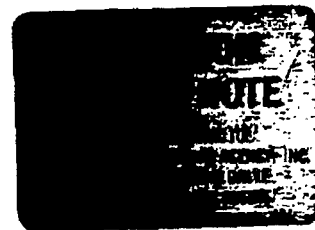
ST. LOUIS, MISSOURI

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**Special Cover Policy—Casualty**

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STOCK COMPANY



**MONS 158500**



## Conditions

Transit Casualty herein after called the Company, agrees with the Named Insured, named in the Declarations made a part hereof, in consideration of the payment of the premium and in reliance upon the statements in the Declarations and subject to the limits of liability, exclusions, conditions and other terms of this policy:

The Insuring Agreements and any Special Provisions are contained in the separate Coverage Form or Forms issued to complete this policy.

I. **Premium Computation:** The deposit premium stated in the Declarations is an advance premium only unless otherwise specified. Upon termination of this policy, the earned premium shall be computed in accordance with the rates and minimum premium applicable to this insurance as stated in the Declarations. If the earned premium thus computed exceeds the advance premium paid the Named Insured shall pay the excess to the Company; if less, the Company shall return to the Named Insured the unearned portion paid by such Named Insured. The Named Insured shall maintain records of the information necessary for premium computation on the basis stated in the Declarations and shall send copies of such records to the Company at the end of the policy period as the Company may direct.

II. **Inspection and Audit:** The Company shall be permitted but not obligated to inspect the Insured's property and operations at any time. Neither the Company's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations are safe.

The Company may examine and audit the Insured's books and records at any time during the policy period and extensions thereof and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

III. **Action Against Company:** No action shall lie against the Company unless, as a condition precedent thereto, the Insured shall have fully complied with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the Insured after actual trial or by written agreement of the Insured, the Claimant and the Company. Bankruptcy or insolvency of the Insured or his estate shall not relieve the Company of any of its obligations hereunder.

IV. **Subrogation:** In the event of any payment under this policy, the Company shall be subrogated to all the Insured's rights of recovery thereof against any person or organization and the Insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The Insured shall do nothing after loss to prejudice such rights.

V. **Changes:** Notice to or knowledge possessed by any person shall not effect a waiver or change in any part of this policy or estop the Company from asserting any rights under the terms of this policy; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part hereof, signed by an authorized representative of the Company.

VI. **Assignment:** Assignment of interest under this policy shall not bind the Company until its consent is endorsed hereon; if however the Insured shall be adjudged bankrupt or insolvent, this policy shall cover the Insured's legal representative as insured, provided that notice of cancellation addressed to the Named Insured named in the Declarations and mailed to the address shown in this policy shall be sufficient notice to effect cancellation of this policy.

VII. **Cancellation:** This policy may be canceled by the NAMED INSURED by surrender thereof to the COMPANY or any of its authorized agents, or by mailing to the COMPANY written notice stating when thereafter such cancellation shall be effective. This policy may be canceled by the COMPANY by mailing to the NAMED INSURED at the address shown in this policy written notice stating when not less than thirty (30) days thereafter, (except in the instance of non-payment of premium to the COMPANY not less than ten (10) days thereafter), such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient notice and the effective date of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the NAMED INSURED or by the COMPANY shall be equivalent to mailing. If the NAMED INSURED cancels earned premium shall be computed in accordance with the customary short rate table and procedure. If the COMPANY cancels, earned premium shall be computed pro rata.

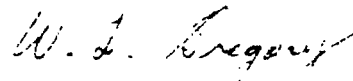
Premium adjustment may be made at the time cancellation is effected or as soon as practicable thereafter. The check of the COMPANY or its representative mailed or delivered, shall be sufficient tender of any refund due the NAMED INSURED. If the Insured insures more than one NAMED INSURED, cancellation may be effected by the first of such NAMED INSUREDS and the account of all INSUREDS, and notice of cancellation by the COMPANY to such first NAMED INSURED and the balance to the INSUREDS. Payment of any unearned premium to such first NAMED INSURED shall be for the account of all interested parties.

VIII. **Terms of Policy Conformed to Statute:** Terms of this policy which are in conflict with the statutes of the State wherein this policy is issued are hereby amended to conform to such statutes.

IN WITNESS WHEREOF the Company has caused this policy to be signed by its Secretary and President and countersigned on the Declarations page by an authorized representative.



Secretary



President

MONS 158501

(Attach Schedules and Endorsements Here)

## Nuclear Energy Liability Exclusion Endorsement

This policy shall not apply:

BROAD FORM

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
  - (a) with respect to which an Insured under the policy is also an Insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an Insured under any such policy but for its termination upon exhaustion of its limit of liability; or
  - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the Insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments provision relating to immediate medical or surgical fees, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
  - (a) the nuclear material (1) is at any nuclear facility owned by or operated by or on behalf of, an Insured or (2) has been discharged or dispersed therefrom;
  - (b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an Insured; or
  - (c) the injury, sickness, disease, death, or destruction arises out of the furnishing by an Insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this policy:

"hazardous properties" include radioactive, toxic or explosive properties;

"nuclear material" means source material, special nuclear material or byproduct material;

"source material," "special nuclear material" and "byproduct material" have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof;

"spent fuel" means any fuel element or fuel component, solid or liquid which has been used or exposed to radiation in a nuclear reactor;

"waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof;

"nuclear facility" means:

  - (a) any nuclear reactor;
  - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
  - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the Insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
  - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste, and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations;

"nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material;

with respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

## War Risk Exclusion Endorsement

This policy shall not apply to any liability of the Insured directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority.

MONS 158502

**TRANSIT CASUALTY COMPANY**  
LOS ANGELES, CALIFORNIA  
ST. LOUIS, MISSOURI

(A stock insurance company, herein called the company)

**Monsanto Company**  
**Policy No.: SCB 906 906**

## **Excess Umbrella Coverage—Insuring Agreements**

### **1. Coverage**

The Company hereby agrees, subject to the limitations, terms and conditions hereinafter mentioned, to indemnify the Insured for all sums which the Insured shall be obliged to pay by reason of the liability imposed upon the Insured by law, or assumed under contract or agreement by the Insured for damages, direct or consequential and expenses on account of:

- (a) Personal Injuries, including death at any time resulting therefrom.
- (b) Property Damage.
- (c) Advertising Liability.

caused by or arising out of each occurrence happening anywhere in the world, and arising out of the hazards covered by and as defined in the Underlying Umbrella Policies stated below and issued by the "Underlying Umbrella Insurers".

### **UNDERLYING UMBRELLA INSURERS AND POLICY NUMBER:**

Carrier	Limits
A) <b>Underwriters at Lloyd's London &amp; British Ins. Cos.</b> <b>Cover Note No. 220619</b> <b>Transit Casualty Company</b> <b>Policy No. WBS 90672</b>	<b>\$1,000,000 each occurrence and/or in the aggregate excess of primary insurances.</b>

### **2. Limit of Liability — Underlying Limits**

It is expressly agreed that liability shall attach to the Company only after the Underlying Umbrella Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as follows:

- (a) \$ **3,000,000** ultimate net loss in respect of each occurrence, but
  - (b) \$ **3,000,000** in the aggregate for each annual period during the currency of this Policy separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured
- and the Company shall then be liable to pay only the excess thereof up to a further
- (c) \$ **1,075,000 part of \$15,000,000** ultimate net loss in all in respect of each occurrence — subject to a limit of
  - (d) \$ **1,075,000 part of \$15,000,000** in the aggregate for each annual period during the currency of this policy, separately in respect of Products Liability and separately in respect of Personal Injury (fatal or non-fatal) by Occupational Disease sustained by any employees of the Insured.

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**MONS 158503**

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## Definitions

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### 1. Named Insured:

The words "Named Insured" includes the Named Insured stated in the Declarations forming a part hereof and as stated in the Underlying Policies.

### 2. Insured:

The word "Insured" includes the Named Insured and/or any Officer, Director, Stockholder, Partner or Employee of the Named Insured, while acting in his capacity as such if so covered in the Underlying Policy.

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## Conditions

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### 1. Prior Insurance and Non Cumulation of Liability

It is agreed that if any loss covered hereunder is also covered in whole or in part under any other excess policy issued to the Insured prior to the inception date hereof the limit of liability hereon as stated in Insuring Agreements 2(c) and 2(d) shall be reduced by any amounts due to the Insured on account of such loss under such prior insurance.

Subject to the foregoing paragraph and to all the other terms and conditions of this policy in the event that personal injury or property damage arising out of an occurrence covered hereunder is continuing at the time of termination of this policy the Company will continue to protect the Insured for liability in respect of such personal injury or property damage without payment of additional premium.

### 2. Maintenance of Underlying Insurance

This policy is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, the amount and limits of liability and except as otherwise provided herein) as are contained in or as may be added to the Underlying Umbrella Policies listed in and referred to in Insuring Agreement 1, prior to the happening of an occurrence for which claim is made hereunder.

It is a condition of this policy that the Underlying Umbrella Policies shall be maintained in full effect during the currency hereof except for any reduction of the aggregate limits contained therein solely by payment of claims in respect to accidents and/or occurrences occurring during the period of this policy or by the operation of the Prior Insurance and Non cumulation of Liability Condition of the Underlying Umbrella Policies.

### 3. Notice of Occurrence

Whenever the Insured has information from which they may reasonably conclude that an occurrence covered hereunder involves injuries or damage which in the event that the Insured shall be held liable, is likely to involve this policy, notice shall be sent to the Company, 3700 Wilshire Blvd, Los Angeles, California 90010, as soon as practicable, provided however that failure to give notice of any occurrence which at the time of its happening did not appear to involve this policy but which at a later date, would appear to give rise to a claim hereunder, shall not prejudice such claims.

### 4. Other Insurance

If other valid and collectible insurance with any other insurer is available to the Insured covering a loss also covered by this policy, other than insurance that is in excess of the insurance afforded by this policy, the insurance afforded by this policy shall be in excess of and shall not contribute with such other insurance.

MONS 158504

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# ENDORSEMENT

MONSANTO COMPANY

POLICY NO. SCU 956 805  
ENDT. NO. 1

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Effective date: April 1, 1984

Except as otherwise specifically amended by endorsement attached hereto, it is understood and agreed that this insurance covers the same insureds and is subject to the same terms, definitions, exclusions and conditions (except as regards the premium, and the amount and limits of liability) as are contained in the underlying umbrella liability policy or renewals thereof written by underwriters at Lloyd's of London and various companies.

It is further understood and agreed that:

1. The Cancellation Clause, Condition VII of the policy is amended, in part, as follows:  
Reference to "thirty (30) days" is amended to read "sixty (60) days."
2. This policy is solely a liability policy and does not follow any underlying contracts with respect to providing Fidelity coverage.

Countersignature Date:  
TV 9920

May 25, 19 84

MC

Authorized Representative

MONS 158505